

MEMORANDUM OF AGREEMENT
TOWNSHIP OF MIDDLE
and
AMALGAMATED LOCAL No. 2327-UAW, AFL/CIO

WHEREAS, the TOWNSHIP OF MIDDLE (Town) and AMALGAMATED LOCAL No. 2327-UAW, AFL/CIO (Union), herein collectively referenced as "the Parties", have negotiated terms to modify the current collective bargaining agreement (CBA) with a term of January 1, 2016 through December 31, 2018; and

WHEREAS, as a result of negotiations, the Union and Town have reached an agreement on changes to terms and conditions of the CBA to be included in a successor contract.

WHEREAS, the Union and the Town desire to reduce these terms and conditions of agreement to a written Memorandum of Agreement (MOA), the terms of which shall be included in a successor agreement.

WHEREAS, the Parties understand that the successor agreement needs to be approved and ratified by the Town's Governing Body and the Union; and the respective bargaining agents of the Parties will recommend ratification and approval of this MOA to Parties.

NOW THEREFORE, the Parties agree the 2016 – 2018 contract shall be modified consistent with the following:

1. **Article XXV** on page 14 shall be revised to read:
"This Agreement shall remain in full force and effect from January 1, 2019 through December 31, 2021. In the event that a new contract is not agreed upon by December 31, 2021, the present contract shall remain in full force and effect."
2. **Article VII add new (c):** "Employees shall be provided two fifteen minute breaks and one thirty minute meal break during each scheduled shift."
3. **Article X. B(1)(a):** "weekday" shall be revised to "day".
4. **Article X(B)(2)(a):** "weekday" shall be revised to "day".
5. **Article XI:** Revise intro paragraph as follows: "Sick Leave shall be limited to 180 hours per year and shall accumulate subject to the limitations of this Article."
6. **Article XII:** Revise paragraph C as follows: "Employees shall continue to contribute at the rates set forth in tier four of P.L. 2011, Chapter 78, or as required by law, whichever is greater."

7. **Article XIII (C) Uniforms:** Replace pants with jackets.
8. **Article XV (B)(1):** Revise as follows: In the event of death in the employee's immediate family, the employee shall receive 60 hours off without loss of pay, one of which must be the day of the funeral. The immediate family shall include spouse, child, step-child, mother, father, brother, sister or grandchild. The employee shall receive 36 hours off without loss of pay, one of which must be the day of the funeral, in the event of the death of a stepmother, stepfather, grandmother, grandfather, mother-in-law, brother-in-law or sister-in-law. Bereavement leave shall be consecutive work days, unless otherwise approved by the Chief.
9. **Article XXIV:** Revise A as follows: "The Township shall withhold union dues, in an amount authorized by the UAW, from each paycheck of each UAW member who provides the Township with a written authorization. Written authorization may be provided directly from the UAW to the Township. Any employee who elects to pay the representation fee, in an amount that is 85% of typical union dues authorized by the UAW, must provide a written authorization to the Township. Employees who elect to have a representation fee deducted from their paychecks may revoke their consent for said deduction at any time by providing written notice to the Township."

10. **Exhibit 1:**

Per Article XII (A)

"The Township shall offer medical and prescription health insurance benefits coverage to employees and their dependents through the State Health Benefits plan, including but not limited to the New Jersey Direct 2030 Plan. During the term of this agreement, 2019 costs incurred by current and retired employees under the New Jersey Direct 2030 Plan that exceed the current cost for the employees to obtain coverage under the current HIF Core A AmeriHealth Plan shall be borne by the Township. In each year of this agreement the Township shall contribute the difference in the employee's 2019 premium share under the New Jersey Direct 2030 Plan and the employee's 2019 premium share under the HIF Core A AmeriHealth Plan based on the Chapter 78 contribution for the employee's 2019 salary. During open enrollment, if an employee chooses a more expensive benefit plan, they are responsible for the entire premium costs between the 2030 plan and the higher cost plan."

(add the chart of the 2030 plan)

11. **Article XXI – Salaries**

- A. Starting salary is \$28,500, with a 2% increase in years 2020 and 2021. Salaries are amended per the chart in Exhibit 2.

(B, C, and D remain intact.)

Exhibit 2:

Last Name	First Name	2019	2020	2021
ATKINSON	DAVID	\$ 34,025	\$ 34,706	\$ 35,400
BELLES	WILLIAM	\$ 31,570	\$ 32,201	\$ 32,845
CAJIGAS	LAUREN	\$ 31,000	\$ 31,620	\$ 32,252
EAGAN	ROBERT	\$ 42,912	\$ 43,770	\$ 44,646
GASKILL	DUSTIN	\$ 40,937	\$ 41,756	\$ 42,591
GRAHAM	JENNIFER	\$ 58,024	\$ 59,184	\$ 60,368
KELLY	DUSTIN	\$ 31,570	\$ 32,201	\$ 32,845
LINDHOLM	KYLE	\$ 33,050	\$ 33,711	\$ 34,385
LOVE	TARA	\$ 32,451	\$ 33,100	\$ 33,762

Supervisor title shall receive an additional \$2,500 stipend for the contracted years 2019-2021.

12. TABLE OF CONTENTS. A table of contents shall be added to the revised CBA in a form acceptable to the parties.
13. SUBSTANTIVE CHANGES. The changes provided above contain all substantive modifications to be made to the successor CBA between the Parties. All other language in the January 1, 2016 through December 31, 2018 agreement that is not affected by this document shall remain in the new agreement.
14. MODIFICATION OF ALL TERMS INCONSISTENT WITH THIS MOA. All other provisions in the January 1, 2016 – December 31, 2018 CBA that are inconsistent with the substantive changes noted above shall be modified for consistency with the terms of this MOA in the successor agreement spanning from January 1, 2019 to December 31, 2021.
15. WITHDRAWAL AND WAIVER OF TERMS NOT PROVIDED HEREIN. All proposals and terms not provided in this MOA are hereby withdrawn and waived by the parties.
16. PARTIES' GOOD FAITH TO FINALIZE CONTRACT. The Town acknowledges it will process retroactive payments resulting from this executed MOA as expeditiously as possible, and the Parties agree they will act to have the amended successor agreement executed in an expeditious manner upon receipt.
17. CONSTRUCTION. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. However, since each party to this Agreement and their counsel have reviewed and negotiated this Agreement, the general rule of

construction that any ambiguity or uncertainty in a writing shall be interpreted against the party drafting the writing shall not apply to any action relating to this Agreement.

18. RATIFICATION. The union and the Town acknowledge the terms of this MOA need to be ratified by the Union and need to be approved by the Middle Township Governing Body.

Subject to the ratification provisions set forth above, the union and the Town signify and acknowledge their agreement to the terms listed above, by the signatures of their duly authorized representatives.

UAW

Sandra J. Urban

Sandra J. Urban

Print Name

Date: November 19, 2018

Jennifer Graham

Print Name

Jill Urban

Date:

Middle Township

Michael J Clark

Michael J Clark

Print Name

Date: 11/28/2018

Lars

Print Name

Kimberly Krauss

Date: 11/28/2018

John P. Smith